

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
MARCH 10, 2014
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF FEBRUARY 24, 2014**
5. **PLANNING & ZONING – INTRODUCTION:**
 - #005 Vallien** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lots 14, 15, 16 & 17 Block 3 Of Pinecrest Addition From R-1 To R-1 Special Exception To Establish A Church (1132 Dixie Street) (Application By Apostolic House Of Refuge)
6. **ORDINANCES – INTRODUCTION:**
 - #006 Mims** Ordinance Amending Article II of Chapter 30 Of The Code Of Ordinances Of The City Of Natchitoches By Amending Section 30-20 Which Is Titled “Security Lighting Service”, And Providing For Conditions Of Availability, Character of Service, A Rate Schedule, Monthly Rates, Special Charges, Form of Agreements With Customers, Authorizing The Mayor Or His Designee To Execute The Agreements, Providing For A Savings Clause, A Repealer Clause, And Providing For An Effective Date Of The Ordinance
 - #007 Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For the Water Line Relocation Project For The 2013 LCDBG Street Project (**Bid No. 0546**)
7. **RESOLUTIONS:**
 - #020 Nielsen** Resolution Authorizing The Mayor, Lee Posey To Execute An Cooperative Endeavor Agreement By And Between The City Of Natchitoches and Northwestern State University To Remove Two Diseased Trees From The Area Across From The Main Entrance To The University In Exchange For The Use Of The Designated Property To The City For A Future Public Park Site

8. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **March 24, 2014.**

9. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.
If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, MARCH 10, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 10, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilman Andrew Vallien

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Payne was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the February 24, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Vallien
Nays:	None
Absent:	None

The following Ordinance was introduced by Mr. Vallien at the Natchitoches City Council meeting held on March 10, 2014 as follows:

ORDINANCE NO. 005 OF 2014

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING
ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

**LOTS 14, 15, 16 & 17 BLOCK 3 OF PINECREST ADDITION
(1132 DIXIE ST.)**

(APPLICATION BY APOSTOLIC HOUSE OF REFUGE)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting on March 4, 2014, that the request of **The Apostolic House of Refuge** to rezone the property described above from **R-1** to **R-1** special exception to establish a church, be **approved**.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on March 10, 2014 as follows:

ORDINANCE NO. 006 OF 2014

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES BY AMENDING SECTION 30-20 WHICH IS TITLED “SECURITY LIGHTING SERVICE”, AND PROVIDING FOR CONDITIONS OF AVAILABILITY, CHARACTER OF SERVICE, A RATE SCHEDULE, MONTHLY RATES, SPECIAL CHARGES, FORM OF AGREEMENTS WITH CUSTOMERS, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS, PROVIDING FOR A SAVINGS CLAUSE, A REPEALER CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, the Utility director of the City of Natchitoches has recommended to the Mayor and City Council that the City amend Section 30-20 of the Code of Ordinances of the City of Natchitoches which provides for private security lighting and which makes private security lighting available to the city customers desiring to contract with the City for such service, and

WHEREAS FURTHER, this program provides a service to the citizens of Natchitoches and greatly aids in promoting security to property, benefitting the health, safety, and welfare of the general citizenry, and

WHEREAS FURTHER, the recommendation of the Utility Director is to provide for LED lighting for future security lighting and the City Council desires to amend the ordinance to provide for the changes recommended by the Utility Director;

WHEREAS FURTHER, Section 30-20 of the Code of Ordinances currently provides as follows, to-wit:

“SECTION 30-20: SECURITY LIGHTING SERVICE

Section (1): Security Lighting Service

- (a) Availability. Privately Security Lighting Service shall be available to all City of Natchitoches Utility System customers.
- (b) Character of Service. This service covers electric lighting service for outdoor equipment, the illumination of driveways, yards, lots, and other outdoor areas. This shall be a non-metered service which will be provided under separate written agreement between the customer and the City of Natchitoches Utility Department. Service shall be available on an automatically controlled dusk to dawn schedule.
- (c) Rate Schedule. The schedule of rates for this non-metered service shall be as follows:
 - (1) Monthly rates: (sum of the following charges):

SIZE/TYPE	WATTS	KWH	INSTLN. COST	MONTHLY SERVICE CHARGE	MAINT. CHARGE	TOTAL MONTHLY COST	BILLING RATE CODE
100 HPS	140	55	\$16.00	\$3.82	\$2.00	\$5.82	710-A
150 HPS	200	75	\$18.00	\$5.20	\$2.00	\$7.20	710-B
175 MV	220	80	\$14.00	\$5.55	\$1.75	\$7.30	710-C
200 HPS	225	85	\$21.00	\$5.90	\$2.85	\$8.75	710-D

250 HPS	320	120	\$32.00	\$8.30	\$3.40	\$11.70	710-E
400 HPS	500	185	\$45.00	\$12.80	\$3.85	\$16.65	710-F
1500 HPS	1500	558	\$190.00	\$37.74	\$12.85	\$50.57	710-G

NOTE: *HPS = High Pressure Sodium; MV = Mercury Vapor

- (2) Charges for LUMINAIRE models having rating varying considerably from the above nominal ratings will be extrapolated based on the above charges.
 - (3) PCA Charge. As set forth in Section 30-18(a), (8) of the Code of Ordinances. The PCA charge applied to the estimated energy consumption and included in the Monthly Service Charge.
 - (4) Tax Additions: The rate set forth above shall be subject to proportional increases to compensate for any gross revenue, KWH, or other form of tax hereafter imposed by any municipal, parish, state, or federal taxing body.
- (d) Form Agreement. The Utility Department for the City of Natchitoches is hereby authorized to prepare forms of contracts or agreement for this Private Security Lighting Service, which said agreement(s) shall set forth the details of the service, such as location of the service, cost of the service, including monthly service charge, term of service, operation and maintenance, billing procedure, and any and all other such terms, conditions, and provisions as may be necessary. The Mayor, or his designee, shall be empowered to execute such agreements on behalf of the City without further action of the City Council."

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, as follows:

SECTION I. Article II of Chapter 30 (entitled "ELECTRICITY") of the Code of Ordinances is hereby amended to amend section, 30-20, entitled "SECURITY LIGHTING SERVICE", which shall henceforth read as follows:

SECTION 30-20: SECURITY LIGHTING SERVICE

Section (1): Security Lighting Service

- (a) Availability. Privately Security Lighting Service shall be available to all City of Natchitoches Utility System customers.
- (b) Character of Service. This service covers electric lighting service for outdoor equipment, the illumination of driveways, yards, lots, and other outdoor areas. This shall be a non-metered service which will be provided under separate written agreement between the customer and the City of Natchitoches Utility Department. Service shall be available on an automatically controlled dusk to dawn schedule.
- (c) Rate Schedule. The schedule of rates for this non-metered service shall be as follows:

(1) Monthly rates: (sum of the following charges):

SIZE/TYPE	WATTS	KWH	INSTLN. COST	MONTHLY SERVICE CHARGE	MAINT. CHARGE	TOTAL MONTHLY COST	BILLING RATE CODE
101 LED	101	2.93	\$32.00	\$8.30	\$3.40	\$11.70	710-A

NOTE: *LED = Light Emitting Diode

- (2) PCA Charge. As set forth in Section 30-18(a), (8) of the Code of Ordinances. The PCA charge applied to the estimated energy consumption and included in the Monthly Service Charge.
 - (3) Tax Additions: The rate set forth above shall be subject to proportional increases to compensate for any gross revenue, KWH, or other form of tax hereafter imposed by any municipal, parish, state, or federal taxing body.
- (d) Form Agreement. The Utility Department for the City of Natchitoches is hereby authorized to prepare forms of contracts or agreement for this Private Security Lighting Service, which said agreement(s) shall set forth the details of the service, such as location of the service, cost of the service, including monthly service charge, term of service, operation and maintenance, billing procedure, and any and all other such terms, conditions, and provisions as may be necessary. The Mayor, or his designee, shall be empowered to execute such agreements on behalf of the City without further action of the City Council.

SECTION II. BE IT FURTHER ORDAINED that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

SECTION III. BE IT FURTHER ORDAINED that this ordinance shall go into effect immediately after due publication according to law.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances in conflict herewith are hereby repealed.

THIS ORDINANCE was introduced at a regular meeting of the City Council held on the day of March 10, 2014.

Mr. Nielsen commended Bryan Wimberly for once again getting ahead as he did with solar panels. There are many positives with LED lights including energy savings of 60% or greater over the incandescent and a lifespan of 1 year with a warranty.

Mayor Posey stated we tried the LED lights along Williams Avenue and not only did they look better, but they will last longer and be cheaper in the long run.

Mr. Mims asked if all the lights would be replaced with the LED lights.

Mayor Posey stated as the lights go out they will be replaced with the LED lights.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on March 10, 2014 as follows:

ORDINANCE NO. 007 OF 2014

ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR THE WATER LINE RELOCATION PROJECT FOR THE FY 2013 LCDBG STREET PROJECT

BID NO. 0546

WHEREAS, Resolution No. 009 of 2014 was passed by the Natchitoches City Council on January 27, 2014 authorizing the Mayor to advertise for bids for the water line relocation project for the FY 2013 LCDBG Street Project (Bid No. 0546)

WHEREAS, this bid was advertised in the *Natchitoches Times* on January 30, February 6, and February 13, 2014 in accordance with law; and

WHEREAS, four bid proposals were received and opened as follows:

- (1) David Lawler Construction, Inc.
Shreveport, LA\$138,726.75
- (2) S Bar S
Ruston, LA.....\$159,257.00
- (3) TGS Contractor, Inc.
Minden, LA.....\$162,114.75
- (4) Master Craft
Leesville, LA.....\$162,465.29

WHEREAS, on February 26, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Payne, Councilman; and Bryan Wimberly, Utility Director, and Randal Smoak, Engineer with Cothren, Graff, Smaok Engineers; reviewed the bid proposals for the water line relocation project for the FY 2013 LCDBG street project (Bid No.0546).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **David Lawler Construction, Inc.**, of Shreveport, LA in the amount of \$138,726.75.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

February 26, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

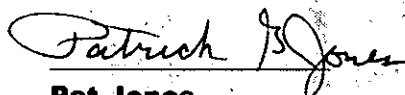
The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Larry Payne, have reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0546, for the Water Line Relocation Project.

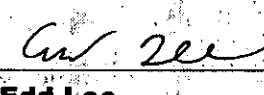
The committee was unanimous in its decision to award the bid to the lowest bidder, David Lawler Construction, Inc., Shreveport, LA, with a bid of \$138,726.75. The other bids received were from S Bar S, Ruston, LA, in the amount of \$159,257.00, TGS Contractors, Inc., Minden, LA, in the amount of \$162,114.75, and Master Craft, Leesville, LA in the amount of \$162,465.29.

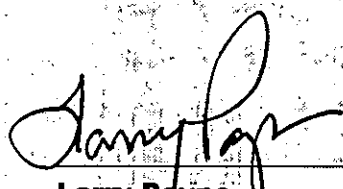
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

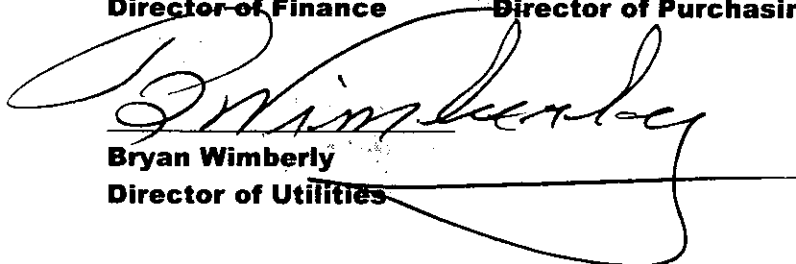
We request ratification of this award at the City Council meeting on March 10, 2014.

Sincerely,


Pat Jones
Director of Finance


Edd Lee
Director of Purchasing


Larry Payne
Councilman Dist #4


Bryan Wimberly
Director of Utilities



COTHREN, GRAFF, SMOAK ENGINEERING, INC.

CIVIL ♦ ENVIRONMENTAL ♦ SANITARY ♦ STRUCTURAL ♦ MECHANICAL ♦ ELECTRICAL

FIRM LICENSE - LA 2636 ♦ AL 7531 ♦ TX 1754

6305 Westport Avenue ♦ Shreveport, Louisiana 71129-2499

Phone: 318-687-3732 ♦ Fax: 318-687-1049

D.B. GRAFF, P.E., P.L.S.**
K. RANDAL SMOAK, P.E.*
DAVID C. WILKINSON, P.E.

CONSULTANT
S.M. COTHREN, P.E., P.L.S.***

*Also licensed Engineer in AR, MS, TX
**Also licensed Engineer in AL, TN
***Also licensed Engineer in AR, MS

Natchitoches Office:
112 Horn Street
Natchitoches, LA 71457
Phone (318) 354-6888
Fax (318) 354-6888

February 25, 2014

Mr. Edd Lee, Director of Purchasing
City of Natchitoches
P. O. Box 37
Natchitoches, Louisiana 71458

Re: City of Natchitoches
Water Line Relocation for
FY2013 LCDBG Street Project
Bid No. 0546

Dear Edd:

We have reviewed the bids received Monday, February 24, 2014 for the referenced project and recommend that David Lawler Construction, Inc. be awarded the contract in the amount of \$138,726.75. Copies of the Bid Receipt and Bid Tabulation are attached for your files.

Upon the City Council's concurrence, I have enclosed four copies of the Notice of Award for signature. Please have all four signed, and return same to our office for further processing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
COTHREN, GRAFF, SMOAK ENGINEERING, INC.

K. Randal Smoak, P.E.

KRS/cw
Enclosures

CITY OF NATCHITOCHEs

**WATERLINE RELOCATION PROJECT FOR THE
FY2013 LCDBG STREET PROJECT**

BID DATE: FEBRUARY 24, 2014

BID TIME: 4:00 P.M.

LICENSE #	CONTRACTOR	AMOUNT OF BID
38804	DAVID LAWLER CONSTRUCTION, INC. Shreveport, Louisiana	\$138,726.75
46459	S BAR S Ruston, Louisiana	\$159,257.00
	CROCKER CONSTRUCTION Grand Cane, Louisiana	\$ NO BID
35170	MASTER CRAFT Leesville, Louisiana	\$164,465.29
37376	TGS CONTRACTORS, INC. Minden, Louisiana	\$162,114.75
		\$
		\$
		\$

COTHREN, GRAFF, SMOAK ENGINEERING, INC.
6305 Westport Avenue, Shreveport, Louisiana 71129
318-687-3732

**CITY OF NATCHITOCHES
WATERLINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREET PROJECT**

Item No	Description	Bid Qty.	Unit	Contractor-->		David Lawler Const. Inc		S Bar S, LLC		Master Craft		IGS Contractors, Inc	
				Unit \$	Contract \$	Unit \$	Contract \$	Unit \$	Contract \$	Unit \$	Contract \$	Unit \$	Contract \$
1	Traffic Maintenance Aggregate	32	TN	65.00	2,080.00	52.00	1,664.00	64.37	2,059.84	50.00	1,600.00		
2	Temporary Signs and Barricade	1	LS	2,000.00	2,000.00	1,145.00	1,145.00	1,259.25	1,259.25	1,000.00	1,000.00		
3	Water Main (8" Open Cut)	80	LF	24.00	2,160.00	38.50	3,465.00	26.04	2,343.60	25.00	2,250.00		
4	Water Main (6" Open Cut)	1,696	LF	24.00	40,704.00	27.00	45,792.00	20.36	34,530.56	14.00	23,744.00		
5	Water Main (8" Bored in Place)	55	LF	45.00	2,475.00	42.00	2,310.00	49.21	2,706.55	100.00	5,500.00		
6	Water Main (6" Bored in Place)	504	LF	40.00	20,160.00	33.00	16,532.00	39.18	19,746.72	50.00	25,200.00		
7	8" x 1 1/2 Connection	1	EA	1,000.00	1,000.00	2,136.00	2,136.00	326.74	326.74	3,500.00	3,500.00		
8	6" x 6" Connection	1	EA	1,500.00	1,500.00	1,991.00	1,991.00	240.93	240.93	3,000.00	3,000.00		
9	6" x 2" Connection	4	EA	1,200.00	4,800.00	1,057.00	4,228.00	214.57	858.28	2,500.00	10,000.00		
10	2 x 2" Connection	1	EA	1,200.00	1,200.00	1,021.00	1,021.00	152.91	152.91	2,000.00	2,000.00		
11	8" Plug and Block	1	EA	1,200.00	1,200.00	658.00	658.00	240.93	240.93	1,000.00	1,000.00		
12	Gate Valve 6"	5	EA	900.00	4,500.00	1,042.00	5,210.00	1,327.80	6,639.00	900.00	4,500.00		
13	Gate Valve 2"	1	EA	650.00	650.00	678.00	678.00	886.51	886.51	600.00	600.00		
14	Tapping Sleeve & Valve 16" x 6	1	EA	2,900.00	2,900.00	3,668.00	3,668.00	2,179.63	2,179.63	4,500.00	4,500.00		
15	Tapping Sleeve & Valve 10" x 6	2	EA	2,000.00	4,000.00	3,095.00	6,190.00	1,605.47	3,210.94	4,000.00	8,000.00		
16	Tapping Sleeve & Valve 8" x 8"	2	EA	1,800.00	3,600.00	3,530.00	7,060.00	2,324.46	4,648.92	3,500.00	7,000.00		
17	Tapping Sleeve & Valve 6" x 6"	1	EA	1,800.00	1,800.00	3,042.00	3,042.00	2,210.00	2,210.00	3,500.00	3,500.00		
18	Ductile Iron Fittings	2,000	LB	1.00	2,000.00	6.00	12,000.00	5.71	11,420.00	3.00	6,000.00		
19	Reconnect Residential Service	41	EA	400.00	16,400.00	525.00	21,525.00	465.89	19,101.49	750.00	30,750.00		
20	Rebate Meter Assembly and F	5	EA	650.00	3,250.00	550.00	2,750.00	323.87	1,619.35	1,500.00	7,500.00		
21	Reconnect Fire hydrant Assembl	1	EA	1,500.00	1,500.00	1,000.00	1,000.00	4,226.23	4,226.23	1,500.00	1,500.00		
22	Locator Wire	2,345	LF	0.15	351.75	0.20	469.00	1.29	3,025.05	0.15	351.75		
23	Abandon Existing Mains	1	EA	4,500.00	4,500.00	1,440.00	1,440.00	3,150.00	3,150.00	800.00	800.00		
24	Asphalt Pavement Repair	42	SY	60.00	2,520.00	103.00	4,326.00	325.00	13,650.00	100.00	4,200.00		
25	Clean Up Along Mains	1,786	LF	1.00	1,786.00	0.75	1,339.50	5.26	9,394.36	0.25	446.50		
26	Testing of Mains	2,345	LF	1.00	2,345.00	0.75	1,758.75	0.52	1,219.40	0.25	586.25		
27	Sterilization of Mains	2,345	LF	1.00	2,345.00	0.75	1,758.75	0.78	1,829.10	0.25	586.25		
28	Mobilization	1	LS	5,000.00	5,000.00	4,000.00	4,000.00	11,479.00	11,479.00	2,500.00	2,500.00		

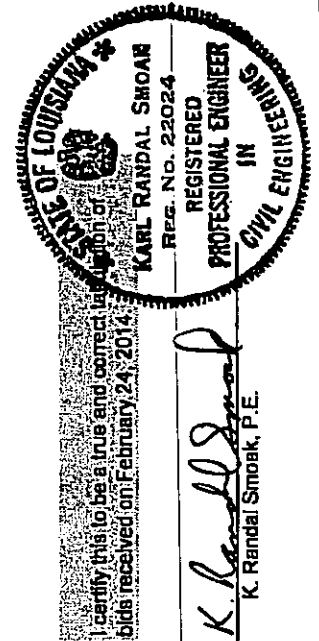
TOTAL BASE BID

\$138,726.75

\$159,257.00

\$164,465.29

\$162,114.75



I certify this to be a true and correct bid for the project of
bids received on February 24, 2014

K. Randal Smoak
K. Randal Smoak, P.E.

NOTICE OF AWARD

TO: David Lawler Construction, Inc.
8310 Dixie Blanchard Hwy
Shreveport, Louisiana 71107

PROJECT DESCRIPTION: CITY OF NATCHITOCHES – BID NO. 0546
WATERLINE RELOCATION PROJECT for the FY2013 LCDBG STREET PROJECT

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 24, 2014.

You are hereby notified that your BID has been accepted for items in the amount of \$ 138,726.75.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 25 day of February, 2014.

CITY OF NATCHITOCHES

Owner

By _____

Lee Posey

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____ this the _____ day of _____, 2014.

By David Lawler

Title President

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 020 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR, LEE POSEY TO EXECUTE AN COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF NATCHITOCHES AND NORTHWESTERN STATE UNIVERSITY TO REMOVE TWO DISEASED TREES FROM THE AREA ACROSS FROM THE MAIN ENTRANCE TO THE UNIVERSITY IN EXCHANGE FOR THE USE OF THE DESIGNATED PROPERTY TO THE CITY FOR A FUTURE PUBLIC PARK SITE

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the “City”) is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinance and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under section 1.07 of the Charter of the City of Natchitoches to enter Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS, Northwestern State University (sometimes hereinafter referred to as “NSU”) being the owner of a piece of property located at the intersection of University Parkway and Second St., hereinafter referred to as the “Triangle”;

WHEREAS, NSU has approached the City regarding two diseased trees located at the “Triangle” and desires the assistance of the City to remove the diseased trees; and

WHEREAS, the City agrees to remove the two diseased trees from the “Triangle”, which property will be converted to a public park in the near future; and

WHEREAS, through a partnership with Northwestern State University, the University can provide the public with enhanced access to the “Triangle” as well as provide an increased opportunity for educational experiences for University community; and

WHEREAS, such an exchange of services would be beneficial to the City and Northwestern State University; and

WHEREAS FURTHER, the City and NSU have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter “CEA”) setting forth the above agreement between the parties; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

1) the City agrees to beautify and enhance the Designated Property by removing the diseased trees located at the “Triangle”;

WHEREAS FURTHER, under the CEA, NSU will be responsible for the following:

1) NSU agrees to provide the use of the Designated Property to the City for a future park site;

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with NSU will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with Northwestern State University.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:


AYES: Payne, Nielsen, Mims, Stamey, Vallien

NAYS: None

ABSENT: None

ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 10th day of March, 2014.



LEE POSEY, MAYOR

MEMORANDUM OF COOPERATIVE ENDEAVOR

BETWEEN

THE CITY OF NATCITOCHES

AND

NORTHWESTERN STATE UNIVERSITY OF LOUISIANA

THIS AGREEMENT (the "Agreement") is entered into as of February 26, 2014 between:

THE CITY OF NATHCITHES, (the "City") as authorized by and represented herein by Mayor Lee Posey.

and

NORTHWESTERN STATE UNIVERSITY OF LOUISIANA AT NATCHITOCHES (the "University"), represented herein by Dr. Randall Webb, its President and duly authorized representative.

WITNESSETH THAT:

WHEREAS, Art. VII, Sec.14(c) of the Louisiana Constitution provides that for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other; and

WHEREAS, the City is responsible for the development and implementation of education, cultural, recreational and tourism programs and is committed to preserve and protect natural areas of unique or scenic value, and to provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings, and to portray and interpret plant and animal life, geology and all other natural features in the various state park sites; and

WHEREAS, in accordance with the terms of this Cooperative Endeavor Agreement, the City will remove two diseased oak trees from the area across from the main entrance to the University at the intersection of University Parkway and Second St., hereinafter referred to as the "Triangle";

WHEREAS, the University strives for educational quality through excellence in teaching and research, innovative uses of technology, and exceptional service to students and other constituencies. Through a partnership with the City, the university can provide the public with enhanced access to the "Triangle" as well as provide an increased opportunity for educational experiences for the University community.

NOW THEREFORE, The City and the University agree as follows:

1.

Cooperative Development

For the term of this Agreement, the City agrees to remove the two diseased trees from the "Triangle", which property will be converted to a public park in the near future.

2.

Subject to the terms and conditions set forth in this Agreement, the parties agree to:

Obligation of the City

The City agrees to:

Beautify and enhance the Designated Property by removing the diseased trees located thereon;

Obligations of the University

The University agrees to:

(a) Provide the use of the Designated Property to the City for a future public park site;

3.

Term

This Agreement shall terminate on February 26, 2113, however, the parties hereto may terminate this Agreement at a sooner date upon mutual agreement.

4.

Termination for Cause

The University may terminate this Agreement for cause based upon the failure of the City to comply with the terms and/or conditions of the Agreement provided that the University shall give the City written notice specifying the City's failure. If within thirty (30) days after receipt of such notice, the City shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the City in default and the Agreement shall terminate on the date specified in such notice. The City may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the Agreement; provided that the City shall give the University written notice specifying the City's failure and a reasonable opportunity for the City to cure the defect.

5.

Ownership

All records, reports, documents and other material delivered or transmitted to the City by University shall remain the property of University, and shall be returned by the City to University at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the City in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by the City to University, at State Park's expense, at termination or expiration of this Agreement.

6.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all records of City which relate to this Agreement.

7.

Discrimination Clause

The City agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968, as amended; and the Americans with Disabilities Act of 1990.

The City agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, and disabilities.

Any act of discrimination committed by City, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

8.

Assignability

This Agreement may only be assigned and/or transferred solely with the authority and permission of the University.

9.

Indemnification

The City will indemnify, defend and save harmless the University from and against all claims, demands, suits, judgments or awards of any money accruing in favor of any party against the University for loss of life or injury or damage to persons or property growing out of or resulting from, or by reason of any act and/or omission of the City, its agents, servants or employees, or

arising out of the Agreement. This provision shall survive the expiration or termination of this Agreement, and City' obligations hereunder shall apply whenever the University incurs costs or liabilities of the types described in this paragraph.

10.

Severability

If any provision or item of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Agreement which can be given effect without the invalid provisions, items or applications and to this end the provisions of this Agreement are hereby declared severable.

11.

Relationship Between the Parties

The relationship between the parties created pursuant to this Agreement shall not, under any circumstances whatsoever, be construed as a joint venture, joint adventure or partnership.

THE CITY OF NATCHITOCHES, through its
statutorily empowered governing body,

By: Lee Posey
LEE POSEY, MAYOR

NORTHWESTERN STATE UNIVERSITY OF
LOUISIANA AT NATCHITOCHES

By: Dr. Randall Webb
Dr. Randall Webb, President

Mr. Stamey stated there are a lot of partners in on this. The NHDDC over the last couple of years have tried to do pocket parks and other beautification projects around the City. After determining who owned the property we approached NSU with constructing the park. The City's contribution will be the removal of the trees so we can start the construction of the park. The park will include a water feature depicting the three columns, signage on the history of Northwestern State University, and designate one of the entrances to the Historic District and Heritage Area.

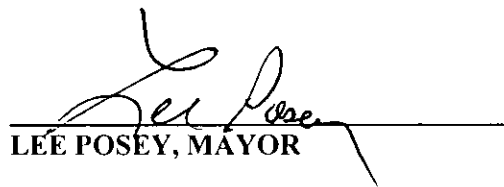
The Mayor thanked NHDDC for their efforts in this project as well as others throughout the City.

The next scheduled City Council Meeting will be Monday, March 24, 2014.


The Mayor stated this past weekend was busy in the City of Natchitoches. I hope to see some results in our sales tax based on the number of events that were hosted in our community this weekend.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:00 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE